

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Filed: \_\_\_\_\_

ROSA ALESSI parent and natural guardian of BRUNO ALESSI,  
an infant and ROSA ALESSI, Individually,  
Plaintiffs,

INDEX NO.

Plaintiffs designate Kings  
County as the place of trial.

-against-

**S U M M O N S**

CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.,  
CHAMPIONS MARTIAL ARTS GRAVESEND, ULTIMATE  
CHAMPION'S TAE KWON DO, CIARAFOUR REALTY LLC,  
VINCENT CIARAMITARO, PAUL CIARAMITARO, INA  
CIARAMITARO, FRANCESCA GRECO CIARAMITARO,  
ANAMARIA AMODIO and JOHN DOE AKA INSTRUCTOR  
FERRO,

The basis of venue is  
Plaintiffs' residence:  
30 Stryker Street  
Brooklyn, New York

Defendants.

**To the above-named Defendants:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer on the plaintiffs' attorneys within 20 days after the service of this summons, exclusive of the day of service of this summons, or within 30 days after service of this summons is complete if this summons is not personally delivered to you within the State of New York.

In case of your failure to answer this summons, a judgment by default will be taken against you for the relief demanded in the complaint, together with the costs of this action.

Dated: Syosset, New York  
September 19, 2019



**Economou & Economou, P.C.**  
Attorneys for Plaintiffs  
85 Cold Spring Road, Suite 200  
Syosset, New York 11791  
(516) 682-0010

CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.  
1035 Old Country Road  
Westbury, New York 11590

CHAMPIONS MARTIAL ARTS GRAVESEND  
275 Avenue U  
Brooklyn, New York 11223

ULTIMATE CHAMPION'S TAE KWON DO  
275 Avenue U  
Brooklyn, New York 11223

CIARAFOUR REALTY LLC  
4255 Bedford Avenue  
Brooklyn, New York 11229

VINCENT CIARAMITARO  
4255 Bedford Avenue  
Brooklyn, New York 1121

PAUL CIARAMITARO  
150 Peach CT  
Marco Island, FL 34145-4727

INA CIARAMITARO  
2114 E. 1st Street  
Brooklyn, New York 11223

FRANCESCA GRECO CIARAMITARO  
2114 E. 1st Street  
Brooklyn, New York 11223

ANAMARIA AMODIO  
3544 12th Avenue  
Brooklyn, New York 11218

JOHN DOE AKA INSTRUCTOR FERRO  
CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.  
1035 Old Country Road  
Westbury, New York 11590

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

---

ROSA ALESSI parent and natural guardian of BRUNO ALESSI,  
an infant and ROSA ALESSI, Individually,  
Plaintiffs,

INDEX NO.

**VERIFIED COMPLAINT**

-against-

CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.,  
CHAMPIONS MARTIAL ARTS GRAVESEND, ULTIMATE  
CHAMPION'S TAE KWON DO, CIARAFOUR REALTY LLC,  
VINCENT CIARAMITARO, PAUL CIARAMITARO, INA  
CIARAMITARO, FRANCESCA GRECO CIARAMITARO,  
ANAMARIA AMODIO and JOHN DOE AKA INSTRUCTOR  
FERRO,

Defendants.

---

Plaintiffs, by their attorneys, Economou & Economou, P.C., as and for their Verified  
Complaint, respectfully allege, upon information and belief:

AS AND FOR A FIRST CAUSE OF ACTION

1. The plaintiff ROSA ALESSI is the mother and natural guardian of the infant, BRUNO ALESSI.
2. The defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of New York, with its principal place of business situated in the County of Nassau and the State of New York.
3. The defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.
4. The defendant, CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., at all times herein mentioned conducted and carried on business in the County of Nassau and the State

of New York.

5. The defendant, CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., at all times herein mentioned was and still is a partnership doing business in the County of Nassau and the State of New York.

6. The defendant, CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., at all times herein mentioned was and still is a limited liability partnership doing business in the County of Nassau and the State of New York.

7. The defendant, CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., at all times herein mentioned was and still is a limited liability corporation doing business in the County of Nassau and the State of New York.

8. The defendant, CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., at all times herein mentioned was and still is a sole proprietorship doing business in the County of Nassau and the State of New York.

9. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC. transacted business within the State of New York.

10. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC. derived substantial revenue from goods used or consumed or services rendered in the State of New York.

11. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC. expected or should reasonably have expected its acts to have consequences in the State of New York.

12. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC. derived substantial revenue from interstate or international commerce.

13. The defendant CHAMPIONS MARTIAL ARTS GRAVESEND, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of

New York, with its principal place of business situated in the County of Kings and the State of New York.

14. The defendant CHAMPIONS MARTIAL ARTS GRAVESEND, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

15. The defendant, CHAMPIONS MARTIAL ARTS GRAVESEND, at all times herein mentioned conducted and carried on business in the County of Kings and the State of New York.

16. The defendant, CHAMPIONS MARTIAL ARTS GRAVESEND, at all times herein mentioned was and still is a partnership doing business in the County of Kings and the State of New York.

17. The defendant, CHAMPIONS MARTIAL ARTS GRAVESEND, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Kings and the State of New York.

18. The defendant, CHAMPIONS MARTIAL ARTS GRAVESEND, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Kings and the State of New York.

19. The defendant, CHAMPIONS MARTIAL ARTS GRAVESEND, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Kings and the State of New York.

20. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS GRAVESEND transacted business within the State of New York.

21. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS GRAVESEND derived substantial revenue from goods used or consumed or services rendered in the State of New York.

22. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS GRAVESEND expected or should reasonably have expected its acts to have consequences in the State of New York.

23. At all times herein mentioned, defendant CHAMPIONS MARTIAL ARTS GRAVESEND derived substantial revenue from interstate or international commerce.

24. The defendant ULTIMATE CHAMPION'S TAE KWON DO, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of New York, with its principal place of business situated in the County of Kings and the State of New York.

25. The defendant ULTIMATE CHAMPION'S TAE KWON DO, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

26. The defendant, ULTIMATE CHAMPION'S TAE KWON DO, at all times herein mentioned conducted and carried on business in the County of Kings and the State of New York.

27. The defendant, ULTIMATE CHAMPION'S TAE KWON DO, at all times herein mentioned was and still is a partnership doing business in the County of Kings and the State of New York.

28. The defendant, ULTIMATE CHAMPION'S TAE KWON DO, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Kings and the State of New York.

29. The defendant, ULTIMATE CHAMPION'S TAE KWON DO, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Kings and the State of New York.

30. The defendant, ULTIMATE CHAMPION'S TAE KWON DO, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Kings and the

State of New York.

31. At all times herein mentioned, defendant ULTIMATE CHAMPION'S TAE KWON DO transacted business within the State of New York.

32. At all times herein mentioned, defendant ULTIMATE CHAMPION'S TAE KWON DO derive substantial revenue from goods used or consumed or services rendered in the State of New York.

33. At all times herein mentioned, defendant ULTIMATE CHAMPION'S TAE KWON DO expect or should reasonably have expected its acts to have consequences in the State of New York.

34. At all times herein mentioned, defendant ULTIMATE CHAMPION'S TAE KWON DO derived substantial revenue from interstate or international commerce.

35. The defendant CIARAFOUR REALTY LLC, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of New York, with its principal place of business situated in the County of Kings and the State of New York.

36. The defendant CIARAFOUR REALTY LLC, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

37. The defendant, CIARAFOUR REALTY LLC, at all times herein mentioned conducted and carried on business in the County of Kings and the State of New York.

38. The defendant, CIARAFOUR REALTY LLC, at all times herein mentioned was and still is a partnership doing business in the County of Kings and the State of New York.

39. The defendant, CIARAFOUR REALTY LLC, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Kings and the State of New York.

40. The defendant, CIARAFour REALTY LLC, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Kings and the State of New York.

41. The defendant, CIARAFour REALTY LLC, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Kings and the State of New York.

42. At all times herein mentioned, defendant CIARAFour REALTY LLC transacted business within the State of New York.

43. At all times herein mentioned, defendant CIARAFour REALTY LLC derived substantial revenue from goods used or consumed or services rendered in the State of New York.

44. At all times herein mentioned, defendant CIARAFour REALTY LLC expected or should reasonably have expected its acts to have consequences in the State of New York.

45. At all times herein mentioned, defendant CIARAFour REALTY LLC derived substantial revenue from interstate or international commerce.

46. The defendant, VINCENT CIARAMITARO, at all times herein mentioned was and still is a resident of the County of Kings and the State of New York.

47. The defendant, PAUL CIARAMITARO, at all times herein mentioned was and still is a resident of the County of Collier and the State of FL.

48. The defendant, INA CIARAMITARO, at all times herein mentioned was and still is a resident of the County of Kings and the State of New York.

49. The defendant, FRANCESCA GRECO CIARAMITARO, at all times herein mentioned was and still is a resident of the County of Kings and the State of New York.

50. The defendant, ANAMARIA AMODIO, at all times herein mentioned was and still is a resident of the County of Kings and the State of New York.

51. The defendant, JOHN DOE AKA INSTRUCTOR FERRO, at all times herein mentioned was and still is a resident of the County of Nassau and the State of New York.



52. At all times herein mentioned, BRUNO ALESSI was lawfully upon defendants' premises.

53. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC. owned the premises located at, 275 Avenue U, Brooklyn, NY.

54. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC. was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

55. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC. was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

56. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

57. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

58. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

59. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

60. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

61. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

62. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

63. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

64. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

65. At all times herein mentioned, it was the duty of the defendant CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

66. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND owned the premises located at, 275 Avenue U, Brooklyn, NY.

67. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

68. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

69. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

70. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

71. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

72. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

73. At all times herein mentioned, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

74. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

75. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

76. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

77. On or before May 21, 2019, the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

78. At all times herein mentioned, it was the duty of the defendant CHAMPIONS MARTIAL ARTS GRAVESEND, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

79. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO owned the premises located at, 275 Avenue U, Brooklyn, NY.

80. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

81. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

82. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

83. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

84. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

85. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

86. At all times herein mentioned, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

87. On or before May 21, 2019, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

88. On or before May 21, 2019, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

89. On or before May 21, 2019, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

90. On or before May 21, 2019, the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

91. At all times herein mentioned, it was the duty of the defendant ULTIMATE CHAMPION'S TAE KWON DO, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

92. At all times herein mentioned, the defendant CIARAFour REALTY LLC owned the premises located at, 275 Avenue U, Brooklyn, NY.

93. At all times herein mentioned, the defendant CIARAFour REALTY LLC was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

94. At all times herein mentioned, the defendant CIARAFour REALTY LLC was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

95. At all times herein mentioned, the defendant CIARAFour REALTY LLC, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

96. At all times herein mentioned, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

97. At all times herein mentioned, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

98. At all times herein mentioned, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

99. At all times herein mentioned, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

100. On or before May 21, 2019, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

101. On or before May 21, 2019, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

102. On or before May 21, 2019, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

103. On or before May 21, 2019, the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

104. At all times herein mentioned, it was the duty of the defendant CIARAFOUR REALTY LLC, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

105. At all times herein mentioned, the defendant VINCENT CIARAMITARO owned the premises located at, 275 Avenue U, Brooklyn, NY.

106. At all times herein mentioned, the defendant VINCENT CIARAMITARO was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

107. At all times herein mentioned, the defendant VINCENT CIARAMITARO was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

108. At all times herein mentioned, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

109. At all times herein mentioned, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

110. At all times herein mentioned, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

111. At all times herein mentioned, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

112. At all times herein mentioned, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

113. On or before May 21, 2019, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

114. On or before May 21, 2019, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

115. On or before May 21, 2019, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

116. On or before May 21, 2019, the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

117. At all times herein mentioned, it was the duty of the defendant VINCENT CIARAMITARO, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

118. At all times herein mentioned, the defendant PAUL CIARAMITARO owned the premises located at, 275 Avenue U, Brooklyn, NY.

119. At all times herein mentioned, the defendant PAUL CIARAMITARO was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

120. At all times herein mentioned, the defendant PAUL CIARAMITARO was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

121. At all times herein mentioned, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.



122. At all times herein mentioned, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

123. At all times herein mentioned, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

124. At all times herein mentioned, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

125. At all times herein mentioned, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

126. On or before May 21, 2019, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

127. On or before May 21, 2019, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

128. On or before May 21, 2019, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

129. On or before May 21, 2019, the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

130. At all times herein mentioned, it was the duty of the defendant PAUL CIARAMITARO, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

131. At all times herein mentioned, the defendant INA CIARAMITARO owned the premises located at, 275 Avenue U, Brooklyn, NY.

132. At all times herein mentioned, the defendant INA CIARAMITARO was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

133. At all times herein mentioned, the defendant INA CIARAMITARO was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

134. At all times herein mentioned, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

135. At all times herein mentioned, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

136. At all times herein mentioned, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

137. At all times herein mentioned, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

138. At all times herein mentioned, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

139. On or before May 21, 2019, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

140. On or before May 21, 2019, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

141. On or before May 21, 2019, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

142. On or before May 21, 2019, the defendant INA CIARAMITARO, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

143. At all times herein mentioned, it was the duty of the defendant INA CIARAMITARO, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

144. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO owned the premises located at, 275 Avenue U, Brooklyn, NY.

145. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

146. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

147. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees operated the premises located

at, 275 Avenue U, Brooklyn, NY.

148. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

149. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

150. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

151. At all times herein mentioned, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

152. On or before May 21, 2019, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

153. On or before May 21, 2019, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

154. On or before May 21, 2019, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

155. On or before May 21, 2019, the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

156. At all times herein mentioned, it was the duty of the defendant FRANCESCA GRECO CIARAMITARO, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

157. At all times herein mentioned, the defendant ANAMARIA AMODIO owned the premises located at, 275 Avenue U, Brooklyn, NY.

158. At all times herein mentioned, the defendant ANAMARIA AMODIO was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

159. At all times herein mentioned, the defendant ANAMARIA AMODIO was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

160. At all times herein mentioned, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

161. At all times herein mentioned, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

162. At all times herein mentioned, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

163. At all times herein mentioned, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

164. At all times herein mentioned, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

165. On or before May 21, 2019, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

166. On or before May 21, 2019, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

167. On or before May 21, 2019, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

168. On or before May 21, 2019, the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

169. At all times herein mentioned, it was the duty of the defendant ANAMARIA AMODIO, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

170. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO owned the premises located at, 275 Avenue U, Brooklyn, NY.

171. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO was one of the owners of the premises located at, 275 Avenue U, Brooklyn, NY.

172. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO was a lessee of the premises located at, 275 Avenue U, Brooklyn, NY.

173. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees operated the premises located at, 275 Avenue U, Brooklyn, NY.

174. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees maintained the premises located at, 275 Avenue U, Brooklyn, NY.

175. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees managed the premises located at, 275 Avenue U, Brooklyn, NY.

176. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees controlled the premises located at, 275 Avenue U, Brooklyn, NY.

177. At all times herein mentioned, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees supervised the premises located at, 275 Avenue U, Brooklyn, NY.

178. On or before May 21, 2019, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees repaired the premises located at, 275 Avenue U, Brooklyn, NY.

179. On or before May 21, 2019, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees inspected the premises located at, 275 Avenue U, Brooklyn, NY.

180. On or before May 21, 2019, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees constructed the premises located at, 275 Avenue U, Brooklyn, NY.

181. On or before May 21, 2019, the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees designed the premises located at, 275 Avenue U, Brooklyn, NY.

182. At all times herein mentioned, it was the duty of the defendant JOHN DOE AKA INSTRUCTOR FERRO, defendant's servants, agents and/or employees to maintain said premises located at, 275 Avenue U, Brooklyn, NY, in a reasonably safe and suitable condition and in good repair.

183. Solely as a result of the defendants' negligence, carelessness and recklessness, BRUNO ALESSI was caused to suffer severe and serious personal injuries to mind and body, and further, that BRUNO ALESSI was subjected to great physical pain and mental anguish.

184. The aforesaid occurrence was caused by the negligence of the defendants, without any culpable conduct on the part of BRUNO ALESSI.

185. By reason of the foregoing, BRUNO ALESSI was severely injured and damaged, sustained severe nervous shock and mental anguish, great physical pain and emotional upset, some of which injuries are believed to be permanent in nature and duration, and BRUNO ALESSI will be permanently caused to suffer pain, inconvenience and other effects of such injuries; further hospital and/or medical expenses will necessarily be incurred on behalf of BRUNO ALESSI in the future in an effort to cure BRUNO ALESSI of said injuries; and BRUNO ALESSI will be unable to pursue BRUNO ALESSI's usual duties with the same degree of efficiency as prior to this accident, all to BRUNO ALESSI's great damage.

186. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

187. Due to defendants' negligence, plaintiff ROSA ALESSI is entitled to damages.

**AS AND FOR A SECOND CAUSE OF ACTION**

188. Plaintiff ROSA ALESSI is the mother and natural guardian of the infant BRUNO ALESSI repeats and realleges each and every allegation contained in paragraphs numbered "1" through "187" of the Complaint as if fully set forth at length herein.



189. At all times herein mentioned, BRUNO ALESSI was lawfully upon defendants' premises.

190. Solely as a result of the defendants' negligence supervision, carelessness and recklessness, BRUNO ALESSI was caused to suffer severe and serious personal injuries to mind and body, and further, that BRUNO ALESSI was subjected to great physical pain and mental anguish.

191. The aforesaid occurrence was caused by the negligence supervision of the defendants, without any culpable conduct on the part of BRUNO ALESSI.

192.. The defendants have a duty to ensure the safety of its students and members lawfully upon its premises.

193. That on or about May 21, 2019, defendants negligently supervised infant BRUNO ALESSI.

194. That on or about May 21, 2019, defendants negligently supervised the students.

195. That on or about May 21, 2019, defendants negligently failed to have proper safeguards in place to ensure proper supervision of the students whose care was entrusted to the Martial Arts Studio/Academy and failed to take proactive measures.

196. Defendants wantonly disregarded the safety of its students, and the infant BRUNO ALESSI in particular.

197. That defendants have engaged in a negligent, careless and reckless manner, without regard for the safety of its students and the infant BRUNO ALESSI in particular.

198. By reason of the foregoing, BRUNO ALESSI was severely injured and damaged, sustained severe nervous shock and mental anguish, great physical pain and emotional upset, some of which injuries are believed to be permanent in nature and duration, and BRUNO ALESSI will be permanently caused to suffer pain, inconvenience and other effects of such injuries; BRUNO ALESSI incurred and in the future will necessarily incur further hospital

and/or medical expenses in an effort to be cured of said injuries; and BRUNO ALESSI will be unable to pursue BRUNO ALESSI 's usual duties with the same degree of efficiency as prior to this accident, all to BRUNO ALESSI 's great damage.

199. Due to defendants' negligence, plaintiff ROSA ALESSI is entitled to damages.

AS AND FOR A THIRD CAUSE OF ACTION

200. Plaintiff ROSA ALESSI repeats and realleges each and every allegation contained in paragraphs numbered "1" through "199" of the Complaint as if fully set forth at length herein.

201. At all times herein mentioned, the plaintiff ROSA ALESSI was the mother and natural guardian of BRUNO ALESSI, and as such, is responsible for BRUNO ALESSI's medical expenses, medicines, therapy; and will continue to be further obligated and responsible.

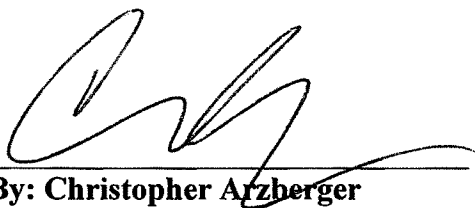
202. At all times herein mentioned, plaintiff ROSA ALESSI was the mother and natural guardian of infant plaintiff BRUNO ALESSI, and as such, was entitled to the services, earnings, medical expenses, transportation and society of BRUNO ALESSI.

203. As a result of this incident, this plaintiff ROSA ALESSI lost the said services, earnings, medical expenses, transportation and society of BRUNO ALESSI, and was caused to expend monies in the care and treatment of the injuries so sustained by BRUNO ALESSI.

204. Due to defendants' tortious and/or wrongful conduct as herein alleged, plaintiff ROSA ALESSI is entitled to damages.

**WHEREFORE**, the Plaintiffs demands judgment awarding damages, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with interest and the costs and disbursements of this action, and such other and further relief as to this Court seems just and proper.

Dated: Syosset, New York  
September 19, 2019

A handwritten signature in black ink, appearing to read 'Arzberger', is written over a horizontal line.

**By: Christopher Arzberger**  
**Economou & Economou, P.C.**  
Attorneys for Plaintiffs  
85 Cold Spring Road, Suite 200  
Syosset, New York 11791  
(516) 682-0010

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

---

ROSA ALESSI parent and natural guardian of BRUNO ALESSI,  
an infant and ROSA ALESSI, Individually,  
Plaintiffs,

-against-

CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.,  
CHAMPIONS MARTIAL ARTS GRAVESEND, ULTIMATE  
CHAMPION'S TAE KWON DO, CIARAFOUR REALTY LLC,  
VINCENT CIARAMITARO, PAUL CIARAMITARO, INA  
CIARAMITARO, FRANCESCA GRECO CIARAMITARO,  
ANAMARIA AMODIO and JOHN DOE AKA INSTRUCTOR  
FERRO,

Defendants.

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INDEX NO.

**AFFIRMATION OF  
ADDITIONAL SERVICE  
CPLR 3215(g)(4)**

Christopher Arzberger, an attorney admitted to practice in the State of New York, affirms the following under the penalties of perjury:

1. That I am of the law firm of ECONOMOU & ECONOMOU, P.C., the attorneys of record for the plaintiffs, and as such am thoroughly conversant with the facts and circumstances herein based upon the contents of the file maintained by this office.

2. I make this affirmation pursuant to CPLR 3215(g)(4) regarding additional notice to the defendant served with process on the Secretary of State.

3. That on September 19, 2019 and pursuant to CPLR 3215(f)(4), I deposited a copy of the Summons & Complaint in the above entitled action, accompanied by a notice (a copy of which is annexed hereto) that service of the Summons & Complaint was made pursuant to Business Corporation Law Section 306(b), enclosed in a first class postpaid wrapper in an official depository under the exclusive care and custody of the United States Postal Service within New York State, and properly addressed to the corporate defendant, at the last known address of that defendant, set forth below:

CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.  
1035 Old Country Road  
Westbury, New York 11590

Dated: Syosset, New York  
September 19, 2019

  
\_\_\_\_\_  
CHRISTOPHER ARZBERGER

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

---

ROSA ALESSI parent and natural guardian of BRUNO ALESSI,  
an infant and ROSA ALESSI, Individually,  
Plaintiffs,

INDEX NO.

**NOTICE PURSUANT TO  
CPLR 3215(g)(4)**

-against-


CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.,  
CHAMPIONS MARTIAL ARTS GRAVESEND, ULTIMATE  
CHAMPION'S TAE KWON DO, CIARAFOUR REALTY LLC,  
VINCENT CIARAMITARO, PAUL CIARAMITARO, INA  
CIARAMITARO, FRANCESCA GRECO CIARAMITARO,  
ANAMARIA AMODIO and JOHN DOE AKA INSTRUCTOR  
FERRO,

Defendants.

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PLEASE TAKE NOTICE, that copies of the attached Summons and Complaint have been served upon the Secretary of State as agent for the above referenced corporate defendant in accordance with Business Corporation Law Section 306(b) and that further notice of said service is hereby given pursuant to CPLR 3215(f)(4).

Dated: Syosset, New York  
September 19, 2019



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**By: Christopher Arzberger**  
**Economou & Economou, P.C.**  
Attorneys for Plaintiffs  
85 Cold Spring Road, Suite 200  
Syosset, New York 11791  
(516) 682-0010

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

---

ROSA ALESSI parent and natural guardian of BRUNO ALESSI,  
an infant and ROSA ALESSI, Individually,  
Plaintiffs,

-against-

CHAMPIONS MARTIAL ARTS INTERNATIONAL INC.,  
CHAMPIONS MARTIAL ARTS GRAVESEND, ULTIMATE  
CHAMPION'S TAE KWON DO, CIARAFOR REALTY LLC,  
VINCENT CIARAMITARO, PAUL CIARAMITARO, INA  
CIARAMITARO, FRANCESCA GRECO CIARAMITARO,  
ANAMARIA AMODIO and JOHN DOE AKA INSTRUCTOR  
FERRO,

Defendants.

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INDEX NO.

**ATTORNEY'S  
VERIFICATION**

Christopher Arzberger, an attorney duly admitted to practice law in the State of New York, makes the following affirmation under the penalty of perjury:

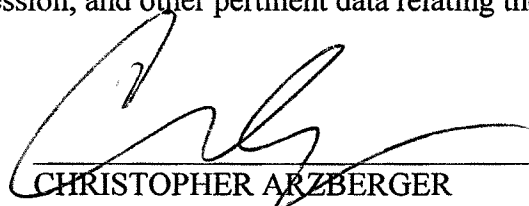
I am of the firm of Economou & Economou, P.C., the attorneys of record for the plaintiffs.

I have read the foregoing Complaint and know the contents thereof; the same is true to my own knowledge except as to the matters therein stated to be alleged on information and belief and that as to those matters, I believe them to be true.

This verification is made by affirmant and not by plaintiffs because they are not in the County of Nassau, which is the County where your affirmant maintains offices.

The grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are correspondence had with the said plaintiffs, information contained in the said plaintiffs' file, which is in affirmant's possession, and other pertinent data relating thereto.

Dated: Syosset, New York  
September 19, 2019



CHRISTOPHER ARZBERGER

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No.

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ROSA ALESSI parent and natural guardian of BRUNO ALESSI, an infant and ROSA ALESSI,  
Individually,

Plaintiffs,

-against-

CHAMPIONS MARTIAL ARTS INTERNATIONAL INC., CHAMPIONS MARTIAL ARTS  
GRAVESEND, ULTIMATE CHAMPION'S TAE KWON DO, CIARAFOR REALTY LLC,  
VINCENT CIARAMITARO, PAUL CIARAMITARO, INA CIARAMITARO, FRANCESCA  
GRECO CIARAMITARO, ANAMARIA AMODIO and JOHN DOE AKA INSTRUCTOR  
FERRO,

Defendants.

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**SUMMONS and VERIFIED COMPLAINT**

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**Economou & Economou, P.C.**  
Attorneys for Plaintiffs  
85 Cold Spring Road, Suite 200  
Syosset, New York 11791  
(516) 682-0010